

contents of a written document, RentGrow denies the allegations that are inconsistent with the document. RentGrow denies the remaining allegations contained in Paragraph 3 of the Amended Complaint as directed to RentGrow.

4. RentGrow denies the allegations in Paragraph 4 of the Amended Complaint.

5. RentGrow denies the allegations in Paragraph 5 of the Amended Complaint.

6. To the extent that the allegations in Paragraph 6 reference the substance of the public criminal court record, such record speaks for itself, and no response is required. RentGrow lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 6, and therefore denies them.

7. RentGrow denies the allegations in Paragraph 7 of the Amended Complaint.

8. RentGrow denies the allegations in Paragraph 8 of the Amended Complaint.

9. RentGrow denies the allegations in Paragraph 9 of the Amended Complaint.

10. RentGrow denies the allegations in Paragraph 10 of the Amended Complaint.

11. RentGrow admits that Plaintiff purports to bring this action under the Fair Credit Reporting Act, 15 U.S.C. § 1681, *et seq.* (“FCRA”). RentGrow denies that it violated the FCRA and denies that Plaintiff is entitled to any of the requested relief against RentGrow.

PARTIES

12. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 12 of the Amended Complaint, and therefore denies them.

13. RentGrow admits that its principal place of business is in Massachusetts and that certain clients located in the State of Texas access and use RentGrow’s online services. RentGrow denies the remaining allegations in Paragraph 13 of the Amended Complaint.

14. The allegations in Paragraph 14 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

15. The allegations in Paragraph 15 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

16. The allegations in Paragraph 16 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

17. The allegations in Paragraph 17 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

JURISDICTION AND VENUE

18. The allegations in Paragraph 18 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

19. The allegations in Paragraph 19 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

STATUTORY BACKGROUND

20. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 20 of the Amended Complaint, and therefore denies them.

21. The allegations in Paragraph 21 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

22. The allegations in Paragraph 22 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

23. The allegations in Paragraph 23 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

THE FCRA'S PROTECTIONS FOR HOUSING APPLICANTS

24. The allegations in Paragraph 24 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

25. The allegations in Paragraph 25 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

26. The allegations in Paragraph 26 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

27. The allegations in Paragraph 27 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

28. The allegations in Paragraph 28 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

29. RentGrow denies the allegations in Paragraph 29 of the Amended Complaint.

DEFENDANTS' ILLEGAL BUSINESS PRACTICES

30. Paragraph 30 of the Amended Complaint makes generalized statements regarding the background screening industry and the “availability” of public record data. Those allegations are not directed at RentGrow, and no response is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations plead.

31. RentGrow denies the allegations in Paragraph 31 of the Amended Complaint.

32. RentGrow denies the allegations in Paragraph 32 of the Amended Complaint as directed to RentGrow.

33. In response to Paragraph 33 of the Amended Complaint, RentGrow admits that it operates as a reseller consumer reporting agency, as defined under the Fair Credit Reporting Act. Except as so admitted, denied.

34. RentGrow denies the allegations in Paragraph 34 of the Amended Complaint.

35. RentGrow denies the allegations in Paragraph 35 of the Amended Complaint.

36. RentGrow denies the allegations in Paragraph 36 of the Amended Complaint, and in particular denies that it sells “flagrantly inaccurate” consumer reports to customers.

37. RentGrow denies the allegations in Paragraph 37 of the Amended Complaint.

38. In response to Paragraph 38 of the Amended Complaint, RentGrow admits only that it is a member of the PBSA and that the PBSA hosts conferences for its members. RentGrow also admits that it operates as a reseller consumer reporting agency, as defined under the Fair Credit Reporting Act. Except as so admitted, denied.

FACTUAL ALLEGATIONS AS TO TURSS

Plaintiff Completed Rental Applications Through Apartments.com

39. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 39 of the Amended Complaint, and therefore denies them.

40. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 40 of the Amended Complaint, and therefore denies them.

41. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 41 of the Amended Complaint, and therefore denies them.

42. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 42 of the Amended Complaint, and therefore denies them.

43. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 43 of the Amended Complaint, and therefore denies them.

44. The allegations in Paragraph 44 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

45. The allegations in Paragraph 45 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

TURSS Published an Inaccurate Tenant Screening Report to Apartments.com

46. The allegations in Paragraph 46 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

47. The allegations in Paragraph 47 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

48. The allegations in Paragraph 48 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required,

RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

49. The allegations in Paragraph 49 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

50. The allegations in Paragraph 50 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

51. The allegations in Paragraph 51 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

52. The allegations in Paragraph 52 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

53. The allegations in Paragraph 53 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

54. The allegations in Paragraph 54 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

55. The allegations in Paragraph 55 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

56. The allegations in Paragraph 56 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

57. The allegations in Paragraph 57 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

58. The allegations in Paragraph 58 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

59. The allegations in Paragraph 59 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required,

RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

60. The allegations in Paragraph 60 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

61. The allegations in Paragraph 61 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

Plaintiff's Housing Applications Are Denied Due to TURSS' Inaccurate Reporting

62. The allegations in Paragraph 62 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

63. The allegations in Paragraph 63 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

64. The allegations in Paragraph 64 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

65. The allegations in Paragraph 65 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

66. The allegations in Paragraph 66 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

67. The allegations in Paragraph 67 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

68. The allegations in Paragraph 68 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

69. The allegations in Paragraph 69 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

70. The allegations in Paragraph 70 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required,

RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

71. The allegations in Paragraph 71 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

72. The allegations in Paragraph 72 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

FACTUAL ALLEGATIONS AS TO RENTGROW

Plaintiff Completed a Rental Application with TwentyOne15 Apartments

73. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 73 of the Amended Complaint, and therefore denies them.

74. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 74 of the Amended Complaint, and therefore denies them.

75. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 75 of the Amended Complaint, and therefore denies them.

76. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 76 of the Amended Complaint, and therefore denies them.

77. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 77 of the Amended Complaint, and therefore denies them.

78. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 78 of the Amended Complaint, and therefore denies them.

RentGrow Published an Inaccurate Tenant Screening Report to TwentyOne15

79. RentGrow admits only that RentGrow transmitted tenant screening information regarding Plaintiff in response to a request received from its customer TwentyOne15 on January 23, 2023. The remaining allegations in Paragraph 79 of the Amended Complaint are denied.

80. RentGrow admits only that RentGrow transmitted tenant screening information regarding Plaintiff in response to a request received from its customer TwentyOne15 on January 23, 2023. RentGrow further admits that it provides information about applicants to prospective landlords, which can include information regarding an applicant's credit history, civil court records, and/or criminal records. The remaining allegations in Paragraph 80 of the Amended Complaint are denied.

81. The allegations in Paragraph 81 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

82. RentGrow denies the allegations contained in Paragraph 82 of the Amended Complaint.

83. The allegations in Paragraph 83 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

84. The allegations in Paragraph 84 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document. To the extent that the allegations in Paragraph 84

reference the substance of the public criminal court record, such record speaks for itself, and no response is required.

85. The allegations in Paragraph 85 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

86. The allegations in Paragraph 86 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

87. To the extent that the allegations in Paragraph 87 reference the substance of the public criminal court record, such record speaks for itself, and no response is required. RentGrow lacks knowledge or information sufficient to form a belief as to the truth of the remaining allegations in Paragraph 85, and therefore denies them.

88. The allegations in Paragraph 88 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

89. RentGrow denies the allegations in Paragraph 89 of the Amended Complaint.

90. RentGrow denies the allegations in Paragraph 90 of the Amended Complaint.

91. RentGrow denies the allegations in Paragraph 91 of the Amended Complaint.

92. RentGrow denies the allegations in Paragraph 92 of the Amended Complaint.

Cleara Provided Inaccurate Information to RentGrow

93. RentGrow admits only that it obtained the criminal record information at issue in Plaintiff's Complaint from Cleara in connection with a tenant screening request that RentGrow received from its customer TwentyOne15 on January 23, 2023.

94. RentGrow admits only that RentGrow, as a reseller as defined under 15 U.S.C. § 1681a(u), obtained the criminal record information at issue in Plaintiff's Complaint from Cleara in connection with a tenant screening request received from RentGrow's customer TwentyOne15, and that RentGrow resold that consumer information to TwentyOne15.

95. The allegations in Paragraph 95 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

96. The allegations in Paragraph 96 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

97. The allegations in Paragraph 97 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

98. The allegations in Paragraph 98 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required, RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

99. The allegations in Paragraph 99 of the Amended Complaint are not directed at RentGrow and therefore no response from RentGrow is required. If a response is required,

RentGrow denies the allegations as directed to RentGrow, and lacks knowledge or information sufficient to form a belief as to the truth of the allegations as directed to the other defendants.

100. RentGrow denies the allegations in Paragraph 100 of the Complaint.

101. RentGrow denies the allegations in Paragraph 101 of the Complaint.

102. RentGrow denies the allegations in Paragraph 102 of the Complaint.

103. RentGrow denies the allegations in Paragraph 103 of the Complaint.

TwentyOne15 Denies Plaintiff's Housing Application

104. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 104 of the Amended Complaint, and therefore denies them.

105. RentGrow denies that its reporting was “flagrantly inaccurate.” RentGrow lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 105 of the Amended Complaint, and therefore denies them.

106. The allegations in Paragraph 106 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

107. The allegations in Paragraph 107 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

108. RentGrow admits that in January 2023, RentGrow received a dispute from Plaintiff, the contents of which speak for itself. Except as so admitted, RentGrow denies the remaining allegations in Paragraph 108 of the Amended Complaint..

109. The allegations in Paragraph 109 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

110. The allegations in Paragraph 110 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

111. The allegations in Paragraph 111 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

112. The allegations in Paragraph 112 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow denies the allegations to the extent they are inconsistent with the document.

113. RentGrow admits that RentGrow made available updated tenant screening information regarding Plaintiff to TwentyOne15 after receiving Plaintiff's dispute. RentGrow denies the remaining allegations in Paragraph 113 of the Amended Complaint.

114. The allegations in Paragraph 114 of the Amended Complaint paraphrase or characterize the contents of a written document. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 114 of the Amended Complaint, and therefore denies them.

115. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 115 of the Amended Complaint, and therefore denies them.

116. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 116 of the Amended Complaint, and therefore denies them.

117. RentGrow denies that it reported “flagrantly inaccurate” information concerning Plaintiff. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the remaining allegations in Paragraph 117 of the Amended Complaint, and therefore denies them.

118. RentGrow denies the allegations in Paragraph 118 of the Amended Complaint.

119. RentGrow denies the allegations in Paragraph 119 of the Amended Complaint.

120. RentGrow denies the allegations in Paragraph 120 of the Amended Complaint.

Plaintiff’s Additional Damages Caused by Both of the Defendants

121. RentGrow denies the allegations in Paragraph 121 of the Amended Complaint.

122. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 122 of the Amended Complaint, and therefore denies them.

123. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 123 of the Amended Complaint, and therefore denies them.

124. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 124 of the Amended Complaint, and therefore denies them.

125. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 125 of the Amended Complaint, and therefore denies them.

126. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 126 of the Amended Complaint, and therefore denies them.

127. RentGrow lacks knowledge or information sufficient to form a belief about the truth of the allegations in Paragraph 127 of the Amended Complaint, and therefore denies them.

128. RentGrow denies the allegations in Paragraph 128 of the Amended Complaint.

129. RentGrow denies the allegations in Paragraph 129 of the Amended Complaint.

CLAIMS FOR RELIEF

COUNT I

15 U.S.C. § 1681e(b)

**Failure to Follow Reasonable Procedures to
Assure Maximum Possible Accuracy**

130. RentGrow repeats its responses to the allegations contained in the foregoing paragraphs as though fully set forth herein.

131. The allegations in Paragraph 131 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

132. The allegations in Paragraph 132 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

133. The allegations in Paragraph 133 of the Amended Complaint state legal conclusions not requiring a response. To the extent the allegations are contrary to law they are denied.

134. RentGrow denies the allegations in Paragraph 134 of the Amended Complaint.

135. RentGrow denies the allegations in Paragraph 135 of the Amended Complaint.

136. RentGrow denies the allegations in Paragraph 136 of the Amended Complaint.

137. RentGrow denies the allegations in Paragraph 137 of the Amended Complaint.

PRAYER FOR RELIEF

RentGrow denies that Plaintiff is entitled to obtain any of the relief requested in the “WHEREFORE” clause of the Amended Complaint and its subparts and denies that Plaintiff is entitled to obtain any relief whatsoever.

DEMAND FOR JURY TRIAL

RentGrow admits that Plaintiff has demanded a jury trial. RentGrow denies that Plaintiff is entitled to obtain any relief from a jury or otherwise.

AFFIRMATIVE AND OTHER DEFENSES

Without admitting to the truth of any of the allegations in the Amended Complaint that have previously been denied, and without admitting or acknowledging that RentGrow bears any burden of proof as to the allegations in the Amended Complaint, RentGrow asserts the following affirmative and other defenses. RentGrow also intends to rely upon any defenses that become available or apparent during pretrial proceedings and discovery in this action, and hereby reserves the right to amend this Answer in order to assert all such further defenses.

FIRST DEFENSE

The Amended Complaint fails to the extent it does not set forth facts sufficient to state a claim upon which relief may be granted against RentGrow, and further fails to state facts sufficient to entitle Plaintiff to the relief sought, or to any other relief from RentGrow.

SECOND DEFENSE

Plaintiff's claim fails to the extent that it is barred because all information RentGrow communicated to any third person regarding Plaintiff was accurate.

THIRD DEFENSE

Plaintiff's claim fails to the extent that Plaintiff's purported damages, which RentGrow continues to deny, were the result of acts or omissions of third persons over whom RentGrow had neither control nor responsibility, or were the result of Plaintiff's own prior conduct.

FOURTH DEFENSE

Plaintiff's alleged damages, if any, are speculative, unproven, and/or uncertain and, therefore, are not compensable.

FIFTH DEFENSE

Plaintiff failed to take reasonable steps to protect himself from damages, if any, and failed to mitigate any such alleged damages.

SIXTH DEFENSE

Plaintiff cannot recover against RentGrow to the extent that the Amended Complaint, and each of its purported causes of action, are barred by any applicable statute of limitations/repose, including but not limited to 15 U.S.C. § 1681p or by the doctrine of laches.

SEVENTH DEFENSE

The Amended Complaint is subject to a set off if any damages are awarded against RentGrow, in the amount of any damages or settlement amounts recovered by Plaintiff with respect to the same alleged damages. RentGrow is also entitled to have any damages that may be awarded to Plaintiff reduced by the value of any benefit or payment to Plaintiff from any collateral source. Plaintiff is also prevented from obtaining multiple recoveries for a single and indivisible injury under the one satisfaction rule, and therefore any recovery against RentGrow must be reduced by the amount of any other recovery obtained for the same injury, including any settlement with co-Defendant Cleara.

EIGHTH DEFENSE

Plaintiff's claim fails to the extent that, at all relevant times with respect to Plaintiff, RentGrow acted in good faith and complied fully with the FCRA, including in connection with its defined role as a reseller of information.

NINTH DEFENSE

Plaintiff's claim for punitive damages fails to the extent that the Amended Complaint states no facts in support of a claim for punitive damages.

TENTH DEFENSE

The Amended Complaint is barred, in whole or in part, to the extent that Plaintiff lacks statutory or Constitutional standing due to a lack of a concrete and particularized injury-in-fact.

ELEVENTH DEFENSE

RentGrow reserves the right to assert additional defenses as they become known.

PRAYER FOR RELIEF

WHEREFORE, RentGrow requests that this Court:

- (a) Find that Plaintiff takes nothing on his claims against RentGrow;
- (b) Dismiss Plaintiff's Amended Complaint with prejudice and deny Plaintiff any and all relief requested in the Amended Complaint;
- (c) Enter judgment in favor of RentGrow;
- (d) Award RentGrow the costs in this matter, including reasonably attorneys' fees if available; and
- (e) Award RentGrow such other relief as the Court deems just and proper.

Dated: September 28, 2023

RENTGROW, INC.

By: /s/ Ethan G. Ostroff
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Counsel for RentGrow, Inc.

CERTIFICATE OF SERVICE

This is to certify that on September 28, 2023, a true and correct copy of the foregoing was electronically filed with the Clerk of Court using the CM/ECF system, which will send notification of such filing to the following:

Kendra Rene Penningroth
Consumer Attorneys
9330 LBJ Freeway, Suite 900
Dallas, TX 75243
Telephone: (480) 626-1447
Email: kpenningroth@consumerattorneys.com

Attorney for Plaintiff John Paul Boyd

/s/ Ethan G. Ostroff
Ethan G. Ostroff